



8397-2 *[Handwritten Signature]*

To the Honorable Commissioner of Patents and Trademarks, the attached original documents or copy thereof.

Name of conveying party(ies):

HK Systems, Inc.

- Individual(s) Association
- General Partnership Limited Partnership
- Corporation-State WI
- Other _____

Additional name(s) of conveying party(ies) attached? Yes No

Nature of conveyance:

- Assignment Merger
- Security Agreement Change of Name
- Other _____

Execution Date: July 26, 2004

2. Name and address of receiving party(ies)

Name: One Mezzanine Capital Corporation,
as agent

Internal Address: 6th Floor

Street Address: 120 S. LaSalle

City: Chicago State: IL ZIP: 60603

- Individual(s) citizenship _____
- Association _____
- General Partnership _____
- Limited Partnership _____
- Corporation-State Del
- Other _____

If assignee is not domiciled in the United States, a domestic representative designation is attached: Yes No

(Designations must be a separate document from assignment)

Additional name(s) & address(es) attached? Yes No

Application number(s) or patent number(s):

A. Trademark Application No.(s)

B. Trademark Registration No.(s)

1373484

Additional numbers attached? Yes No

Name and address of party to whom correspondence concerning document should be mailed:

Name: Laura Konrath

Internal Address: Winston & Strawn
33rd Floor

Street Address: 35 West Wacker Drive

City: Chicago State: IL ZIP: 60601

6. Total number of applications and registrations involved: _____

29

7. Total fee (37 CFR 3.41).....\$ 740

Enclosed

Authorized to be charged to deposit account

8. Deposit account number:

N/A

(Attach duplicate copy of this page if paying by deposit account)

08/27/2004 JJJLLH2 0000008 1373426

DO NOT USE THIS SPACE

01 FC:0521

40.00 OR

02 FC:6322

700.00 OR

Statement and signature.

To the best of my knowledge and belief, the foregoing information is true and correct and any attached copy is a true copy of the original document.

Laura Konrath

Name of Person Signing

[Handwritten Signature]

Signature

8/24/04

Date

Total number of pages, including cover sheet, attachments, and document: _____

Mail documents to be recorded with required cover sheet information to:
Commissioner of Patents & Trademarks, Box Assignments

TRADEMARK

REEL: 003037 FRAME: 0175

Continuation
Item 4

ATTACHMENT 1

<u>TRADEMARK</u>	<u>Status Number</u>	<u>Issue Date</u>
ACCUMAFLOW	1373426	03-Dec-1985
ACCUMAFLOW-ZP	1369805	12-Nov-1985
CENTURY SYSTEMS	443539	09-Jun-1995
CENTURY SYSTEMS	448624	06-Oct-1995
CENTURY SYSTEMS	867724	16-Sep-1999
DOWNWARD COMPATIBLE AGV SYSTEM AND METHODS	TXu407823	18-Feb-1992
FORMULA VG	782307	24-Aug-1999
FORMULA VG	621656	31-Aug-1999
FORMULA VG	T99/00235H	21-Jul-1998
FORMULA VG	2186314	30-Jul-1999
FORMULA VG	2356661	13-Jun-2000
HK SYSTEMS	2076103	01-Jul-1997
HK SYSTEMS & DESIGN	2076102	01-Jul-1997
IRISTA	2612035	27-Aug-2002
IRISTA	2584491	25-Jun-2002
KENWAY	B1297234	07-Jan-1987
KENWAY	998177	12-Nov-1974
LOPAL	1641706	16-Apr-1991
SMART CHAIN	2346168	25-Apr-2000
SMARTQUE	1818743	01-Feb-1994
SMARTRAK	1352461	06-Aug-1985
TRANSLIDE	2234022	23-Mar-1999
TRANSPORT	2109082	28-Oct-1997

<u>TRADEMARK</u>	<u>Status Number</u>	<u>Issue Date</u>
UNIT LOAD	434379	14-Oct-1994
UNIT LOAD	997006	29-Oct-1974
VON GAL	909534	09-Mar-1971
Z-PAL	1364153	08-Oct-1985
CHAINVEYOR & DESIGN	0620320	31-Jan-1956
MINI-PIK	1264721	24-Jan-1984

TRADEMARK APPLICATIONS

None.

THIS AGREEMENT IS SUBJECT TO THE TERMS OF A SUBORDINATION AGREEMENT DATED AS OF JULY 26, 2004 IN FAVOR OF BANK ONE, NA, AS AGENT.

TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT is entered into as of July 26, 2004 by and between HK Systems, Inc., a Wisconsin corporation (the "Grantor"), and One Mezzanine Capital Corporation, a Delaware corporation ("OMCC"), as collateral agent ("Agent") for the Lenders party to the Senior Subordinated Loan Agreement referred to below.

PRELIMINARY STATEMENT

The Grantor, its direct and indirect Subsidiaries, OMCC and Prism Mezzanine Fund SBIC, L.P. (together with OMCC, the "Lenders") are entering into a Senior Subordinated Loan Agreement dated as of July 26, 2004 (as it may be amended, restated or otherwise modified from time to time, the "Senior Subordinated Loan Agreement"), providing, subject to the terms and conditions thereof, for the Lenders to purchase one or more subordinated promissory notes (the "Senior Subordinated Notes") from the Grantor.

The Grantor has entered into a Pledge and Security Agreement (as it may be amended, restated or otherwise modified from time to time, the "Grantor Security Agreement") in order to induce the Lenders to purchase the Senior Subordinated Notes from the Grantor under the Senior Subordinated Loan Agreement and is entering into this Trademark Security Agreement (as it may be amended, restated or otherwise modified from time to time, this "Agreement") to, among other things, confirm and ratify its grant to the Agent of a continuing security interest in the Trademark Collateral (as defined below).

ACCORDINGLY, the Grantor and the Agent, on behalf of the Lenders hereby agree as follows:

SECTION 1. Definitions. Unless otherwise defined herein or the context otherwise requires, terms used in this Agreement, including its preamble and recitals, have the meanings provided in the Senior Subordinated Loan Agreement.

SECTION 2. Confirmation and Grant of Security Interest. For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Grantor hereby confirms the Grantor's grant of a security interest in the Intellectual Property Rights (including, without limitation, the Trademark Collateral defined below) pursuant to the Grantor Security Agreement and, without limiting such grant, hereby pledges and grants to the Agent, for its benefit and the ratable benefit of the Lenders, to secure the prompt and complete payment and performance of the Secured Obligations (as defined in the Grantor Security Agreement), a continuing security interest in and to all right, title and interest of the Grantor in and to any and all of the following, whether now or hereafter existing or acquired (the "Trademark Collateral"):

(a) all trademarks, trade names, corporate names, company names, business names, fictitious business names, trade styles, service marks, certification marks, collective marks, logos, other source of business identifiers, prints and labels on which any of the foregoing have appeared or appear, designs and general intangibles of a like nature (all of the foregoing items in this clause (a) being collectively called a “Trademark”), now existing anywhere in the world or hereafter adopted or acquired, whether currently in use or not, all registrations and recordings thereof and all applications in connection therewith, whether pending or in preparation for filing, including registrations, recordings and applications in the United States Patent and Trademark Office or in any office or agency of the United States of America or any State thereof or any foreign country, including those referred to in Attachment 1 hereto;

(b) all Trademark licenses, including each Trademark license referred to in Attachment 1 hereto;

(c) all reissues, extensions or renewals of any of the items described in clauses (a) and (b);

(d) all of the goodwill of the business connected with the use of, and symbolized by the items described in, clauses (a) and (b); and

(e) all proceeds of, and rights associated with, the foregoing, including any claim by the Grantor against third parties for past, present, or future infringement or dilution of any Trademark, Trademark registration or Trademark license, including any Trademark, Trademark registration or Trademark license referred to in Attachment 1 hereto, or for any injury to the goodwill associated with the use of any Trademark or for breach or enforcement of any Trademark license.

SECTION 3. Representations and Warranties. The Grantor represents and warrants to the Agent and the Lenders that, with respect to any Trademark Collateral, the loss, impairment or infringement of which could reasonably be expected to have a Material Adverse Effect:

(a) Such Trademark Collateral is subsisting and has not been adjudged invalid or unenforceable, in whole or in part;

(b) Such Trademark Collateral is valid and enforceable;

(c) The Grantor has made all necessary filings and recordations to protect its interest in such Trademark Collateral, including, without limitation, recordations of all interests in the Trademark Collateral in the United States Patent and Trademark Office and in corresponding offices throughout the world;

(d) The Grantor is the exclusive owner of the entire and unencumbered right, title and interest in and to such Trademark Collateral and no claim has been made that the use of Trademark Collateral does or may violate the asserted rights of any third party;

(e) The Grantor has performed and will continue to perform all acts and has paid and will continue to pay all required fees and taxes to maintain each and every item of Trademark Collateral in full force and effect throughout the world, as applicable; and

(f) The attachments hereto contain true and complete listings and descriptions of all of the Trademark Collateral.

SECTION 4. Covenants.

(a) The Grantor shall not, and the Grantor shall not permit any of its licensees to, unless the Grantor shall either (i) reasonably and in good faith determine (and notice of such determination shall have been delivered to the Agent) that any of the Trademark Collateral is of negligible economic value to the Grantor, or (ii) have a valid business purpose to do otherwise:

i. Fail to continue to use any of the Trademark Collateral in order to maintain all of the Trademark Collateral in full force free from any claim of abandonment for non-use;

ii. Fail to maintain as in the past the quality of products and services offered under all of the Trademark Collateral;

iii. Fail to employ all of the Trademark Collateral registered with any federal or state or foreign authority with an appropriate notice of such registration;

iv. Adopt or use any other Trademark which is confusingly similar or a colorable imitation of any of the Trademark Collateral;

v. Use any of the Trademark Collateral registered with any federal or state or foreign authority except for the uses for which registration or application for registration of all of the Trademark Collateral has been made; and

vi. Do or permit any act or knowingly omit to do any act whereby any of the Trademark Collateral may lapse or become invalid or unenforceable.

(b) The Grantor shall notify the Agent immediately if it knows, or has reason to know, that any application or registration relating to any material item of the Trademark Collateral may become abandoned or dedicated to the public or placed in the public domain or invalid or unenforceable, or of any adverse determination or development (including the institution of, or any such determination or development in, any proceeding in the United States Patent and Trademark Office, or any foreign counterpart thereof or any court) regarding the Grantor's ownership of any of the Trademark Collateral, its right to register the same or to keep and maintain and enforce the same.

(c) The Grantor shall, on or before the 30th day following the end of each of the Grantor's fiscal quarters, provide the Agent with written notice of any filing during such quarter by the Grantor or any of its agents, employees, designees or licensees of any application for the registration of any Trademark Collateral with the United States Patent and Trademark Office or any similar office or agency in any other country or any political subdivision thereof, and upon request of the Agent, shall execute and deliver any and all agreements, instruments, documents and papers as the Agent may reasonably request to evidence the Agent's security interest in such Trademark Collateral and the goodwill and general intangibles of the Grantor relating thereto or represented thereby.

(d) The Grantor shall take all reasonably necessary steps, including in any proceeding before the United States Patent and Trademark Office, or any similar office or agency in any other country or any political subdivision thereof, to maintain and pursue any application (and to obtain the relevant registration) filed with respect to, and to maintain any registration of the Trademark Collateral, including the filing of applications for renewal, affidavits of use, affidavits of incontestability and opposition, interference and cancellation proceedings and the payment of fees and taxes (except to the extent that dedication, abandonment or invalidation is permitted under the foregoing clause (a)).

SECTION 5. Security Agreement. This Agreement has been executed and delivered by the Grantor for the purpose of, among other things, ratifying and confirming the grant of a security interest in the Trademark Collateral to the Agent for the benefit of the Lenders and registering the security interest of the Agent in the Trademark Collateral with the United States Patent and Trademark Office and, at the request of the Lenders, corresponding offices in other countries of the world. The security interest confirmed and granted hereby has been confirmed and granted as a supplement to, and not in limitation of, the security interest granted to the Agent for its benefit and the benefit of each Lender under the Grantor Security Agreement. The Grantor Security Agreement (and all rights and remedies of the Agent and each Lender thereunder) shall remain in full force and effect in accordance with its terms.

SECTION 6. Release of Security Interest. Upon termination of the Grantor Security Agreement in accordance with Section 8.12 thereof, the Agent shall, at the Grantor's expense, execute and deliver to the Grantor all instruments and other documents as may be necessary or proper to release the lien on and security interest in the Trademark Collateral which has been granted hereunder.

SECTION 7. Acknowledgment. The Grantor does hereby further acknowledge and affirm that the rights and remedies of the Agent with respect to the security interest in the Trademark Collateral granted and confirmed hereby are more fully set forth in the Grantor Security Agreement, the terms and provisions of which (including the remedies provided for therein) are incorporated by reference herein as if fully set forth herein.

SECTION 8. Counterparts. This Agreement may be executed by the parties hereto in several counterparts, each of which shall be deemed to be an original and all of which shall constitute together but one and the same agreement.

[Signature Page Follows]

IN WITNESS WHEREOF, the Grantor and the Agent have executed this Agreement as of the date first above written.

HK SYSTEMS, INC., as Grantor

By: _____

Title: _____

[Handwritten Signature]
Chief Financial Officer

ONE MEZZANINE CAPITAL CORPORATION, as Agent

By: _____

Title: _____

[Signature Page 1 of 1 to Trademark Security Agreement]

IN WITNESS WHEREOF, the Grantor and the Agent have executed this Agreement as of the date first above written.

HK SYSTEMS, INC., as Grantor

By: _____

Title: _____

ONE MEZZANINE CAPITAL
CORPORATION, as Agent

By: M. Ah

Title: Managing Director

[Signature Page 1 of 1 to Trademark Security Agreement]

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None.